

The Law Firm of
ANN SHAW, P.A.
ANN SHAW
MICHAEL E CROWSON

*The Law Firm of Ann Shaw, P.A. is a "Debt Relief Agency"
We help people file for Bankruptcy under the Federal Law.
Federal Law pertaining to Debt Relief Agencies may not apply to
Individuals whose debts are primarily business debts or
who have non-exempt assets totaling more than \$150,000.
Federal Law pertaining to Debt Relief Agencies do not apply to businesses*

**BANKRUPTCY
RETAINER AGREEMENT**

This Retainer Agreement pertains to a Business Proceeding. By the terms of this RETAINER AGREEMENT, the Law Firm agrees to provide specific legal services to the Client. The Client also has duties and responsibilities and the Client agrees to fulfill these duties and responsibilities.

This Agreement is executed on the 15th Day of April, 2009, and supercedes any prior retainer agreement between you and this Firm.

The "Attorney is : The Law Firm of Ann Shaw, P.A.

The Client is: 502 Talbot, LLC

The following applies:

THIS IS A BINDING AGREEMENT. IT OBLIGATES THE CLIENT - YOU - TO PAY LEGAL FEES AND OTHER EXPENSES ON YOUR MATTER. (If this Agreement is with a Corporation or an LLC, "you" in this Agreement refers to the Corporation or LLC.). THIS AGREEMENT STATES THE WORK THIS LAW FIRM - WE - WILL DO FOR YOU. IT STATES WHAT THINGS WE WILL NOT DO FOR YOU. IT STATES WHAT YOUR RESPONSIBILITIES AND DUTIES ARE. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS AGREEMENT BEFORE YOU SIGN IT.

You must pay us as provided in this Agreement, subject to the approval of the Court.

WE WILL NOT "ADVANCE" COSTS FOR YOU. IF THERE WILL BE COSTS TO PAY ON YOUR MATTER, YOU MUST BRING US FUNDS TO PAY THOSE COSTS BEFORE THOSE COSTS ARE CHARGED.

We agree as follows:

1. No work will be done until the initial retainer provided for in this Agreement has been paid in good funds. Only the work specified in this Agreement will be done. No other work will be done.

2. You, the Client, retain The Law Firm of Ann Shaw, P.A., the Attorney, to provide the legal services set forth in this Agreement and agree to pay for those services and for the costs involved in providing them. The Law Firm of Ann Shaw, P.A. is a Law Firm with more than one attorney. You agree that any attorney associated with the Firm may provide legal services on your behalf. You also agree that, in some circumstances, the Firm may arrange with some other attorney to provide services on your behalf or to make court appearances on your behalf. You understand that we also use 'para-legals', non attorney professionals, who work under the direct supervision of an attorney, to do some of the work on your matter. You will not be charged separately for routine para-legal services, such as inputting information into the computer system, calendaring your case information, monitoring your file. You may be charged for non-routine para-legal services, such as special mailings.

3. The Attorney is going to confer with you about your income, debts, and financial situation. The Attorney is going to provide you with information about possible non-bankruptcy alternatives and about Bankruptcy Law, including information about "Chapter 11", which is a business reorganization, and "Chapter 7", which is liquidation. You and your attorney will then decide which alternative may better meet your needs. Because many Chapter 11s fail, you agree that, prior to filing any proceeding under Chapter 11, you will also review your case with a qualified accountant or similar financial advisor to determine if a reorganization plan is feasible.

4. The Attorney is going to assist you in preparing a Petition for a Chapter 11 Bankruptcy filing based on the information you provide. All information that you provide is subject to reasonable verification by your attorney. After all information is provided and verified, the Chapter under which you may decide to file or qualify to file may change. If so, your fees and costs will change, and this Retainer will be modified. After you file your Petition, additional information required, the position of the Trustee, the Court, or other circumstances may require that the Chapter under which you proceed will change. If so, your fees and costs will change, and this Agreement will be modified.

In preparing your Petition and helping you with your Bankruptcy, the Attorney will provide certain legal services. You will have certain responsibilities.

A Chapter 7 Attorney Services:

These services are the only services included in your base fee: If you file a Chapter 7, **the attorney services will be limited to** the following: Prepare and file initial Petition, based upon information you provide, but subject to reasonable verification by the attorney. In helping you to prepare your Petition, we will provide you information to assist you: (1) to value your assets at replacement value; (2) to complete your list of creditors and determine what address for each creditor should be shown; (3) to determine what property is exempt and how to value your exempt property at replacement value as defined by the bankruptcy code (Generally, businesses do not have any exempt property.).

We will also help compile and forward other information if requested by the Trustee. We will appear with you to represent you at the Meeting of Creditors (341 Hearing). We will amend your Petition if requested to do so by the Trustee. We will advise you as to the surrender, redemption, or reaffirmation of

contracts for secured property. We will review reaffirmation and like agreements, if applicable.

You agree that your attorney has a responsibility to the Court to provide complete, honest, accurate information about your case. Your attorney will not sign your Petition or file any of your schedules if she has reason to believe that any of the information in your Petition or schedules is untrue or dishonest. If you do not tell the truth, or if one of your Creditors objects to your Bankruptcy through an adversarial proceeding, the Attorney will not be obligated to help you. You agree to make new arrangements with the Attorney if this happens.

You will sign an Attorneys' Fees disclosure by which you agree to pay the Attorney additional fees if the Attorney agrees to do more work for you than is provided for in this Agreement. That Attorneys' Fees disclosure is attached to this Agreement.

Chapter 7 Your Responsibilities: When a Corporation or an LLC files a Chapter 7 liquidation, it (you) must immediately quit doing business. You may not file a Chapter 7 Petition and continue doing business. If you file a Chapter 7, **you will be expected to:** Provide complete and accurate information as requested by the Attorney so that your Petition can be prepared timely and accurately. You must be truthful. You must keep your appointment with the Attorney to review and sign your Petition before it can be filed. No Petition will be filed for you until you have reviewed and signed it.

You must appear on time at your Meeting of Creditors (341). The designated person appearing must provide a Maryland Drivers License and social security card or other acceptable proof of identification approved by your attorney. Also, proof of the correct "TIN" for a business must be provided.

You must timely provide to the Trustee a copy of your Federal income tax return for the most recent year ending before you file your Petition. In some cases, you must provide to the Trustee copies of other tax returns or amended tax returns. The Trustee may also require copies of the most recent balance statements, and profit and loss statements for the business.

You must obtain a "market analysis" or appraisal of real property if required by the Trustee. You must obtain and bring to the Attorney in a timely fashion any other information or documents requested by the Trustee.

There are specific deadlines set for when property must be surrendered to secured creditors or turned over to the Trustee. You must cooperate with the creditors and the Trustee as to the turn-over, surrender, or sale of all property of the business.

If your case is audited by the U.S. Trustee or by any other governmental agency or the Court, you must fully cooperate in this audit and timely provide all requested information and documents.

You must read and keep all notices or other communications sent to you by the Court, by the Trustee, or by your attorney. If any creditor contacts you in writing

or by phone, you must inform your attorney. You must keep the Attorney informed of any changes of address, changes of telephone number, employment changes, lawsuits, liens or levies, or legal proceedings or other matters or changes that could affect your case.

You should keep your copy of your Petition, all correspondence, and all other documents pertaining to your case for **10 years**.

- B. **Chapter 11 Attorney Services:** Under the “New Law”, Chapter 11 for businesses is divided into two categories: Small Business Reorganization and Business Reorganization. If you file a Chapter 11, the **attorney services will be limited** to the following, unless additional payment arrangements are made and approved by the Court:

Attorney shall represent Client regarding the bankruptcy which shall be filed on behalf of 502 Talbot, LLC. This representation shall include any adversarial matters, such as actions brought by Client for fraud and conversion, that are filed under the auspices of client’s bankruptcy.

These services are included in the original base fee, subject to the Terms of Paragraph 7 below: A Chapter 11 requires attorney attention beyond simply “clerically preparing” your Petition. Prior to the Petition preparation, we will request that you bring as much information as possible pertaining to your business for us to review. This includes tax returns, profit and loss statements, all financing and lease agreements, all mortgages and liens against real property and agreements with unsecured creditors. Because many closely held business involve assets and liabilities which may be co-mingled with and/or co-signed by their owners, we will also review any debts or agreements which, although primarily business debts, may also be guaranteed or executed by the individual business owners (or their families). Prior to and during the preparation of your Petition, we will advise you on the process and consult with you. A Chapter 11 Petition should not be “just thrown together”. Depending upon the complexity of your situation, it may take as long as two weeks to prepare your Petition.

During this time, we cannot keep secured creditors from repossessing their security. We will try to work with you and advise you, but your creditors have rights also. If a secured creditor seizes some of your assets after you have retained us, but before your petition is filed, we will not bring a Motion to Recover that asset unless it is necessary for the reorganization of your business. In other words, we will not try to get back an asset you had intended to surrender to the creditor anyway.

We will prepare and file your initial Petition, based upon information you provide, but subject to reasonable verification by the attorney. In helping you to prepare your Petition, we will provide you information to assist you: (1) to value your assets at replacement value; (2) to complete your list of creditors and determine what address for each creditor should be shown. A Chapter 11 Petition requires a number of documents and motions to be included. One of these is a statement of financial affairs. This is important and needs to be

accurate and complete. We will help you with this, but you must provide accurate and complete information. We will also need to file an application for us to be approved as your attorneys and for any approval of our fees. You will need the help of a qualified accountant to provide many of the informational forms the court requires and to help you formulate your plan, especially with tax considerations. We will need to file a motion for the court to approve your retaining and paying your accountant. If the business owner works in his/her own business, he/she may want to be paid. You cannot just "pay yourself". We will file a Motion for Reasonable Compensation to pay the business owner a salary for his/her own work. There is something very complicated called "cash collateral". You cannot use "cash collateral" to operate your business without the approval of the Court. One of the reasons we review your financing agreements is to try to determine if "cash collateral" is a problem for you. We will also do a "UCC" search for this reason. Still, it is very hard to determine if there are "cash collateral" issues. Soon after we file your Petition, we will write to all of your creditors to (1) Notify them of your Chapter 11 filing; and (2) Ask them to notify us if they claim any right to "cash collateral". For all of these services we charge a single fee, which is set forth below.

Not included in the original base fee: After we file your Chapter 11, the next thing we do is to begin to communicate with your secured creditors. You may want to surrender certain equipment; some you may want to retain. You may want to re-negotiate certain executory contracts. Some, you may want to reject (not have them any more). During this phase, we keep track of the actual hours we expend and charge you at the hourly rate set forth below.

Next, we help you prepare for and represent you at your "meeting of creditors" (Sometimes in a Chapter 11 there is a "pre-meeting meeting." We will be there for you, too.) The Trustee will require certain documentation before your meeting, which we will help you provide. The Trustee will almost always also require certain documentation after your meeting, which we will also help you provide. The fee for this is also set forth below.

Together with your accountant, we help you prepare and file a "Chapter 11 Plan". We work with you to have this Plan approved by your creditors and by the Court. If there is a "Creditors' Committee", we also work with that committee. We keep track of this time and bill you for the hourly time spent, at the hourly rate provided in this Agreement.

In the course of your proceeding, expect that both your Petition and your Plan may need to be amended. We will amend your Petition if you need it to be amended, or if requested to do so by the Trustee and advise and direct you as to additional information or documentation that may be requested by the Trustee. We will counsel you as to any issues that arise regarding creditor inquiries or creditor claims and claim amounts.

We also take and return your phone calls, as timely as reasonably possible. We will meet with you as needed throughout the process to review your progress and counsel you. We will review claims and case information and notify you if we become aware of any discrepancies which could materially alter your Plan. We will make reasonable attempts to contact you about issues or problems with your

case and to obtain your response to the issue or development.

WE WILL HELP YOU AS BEST WE CAN - BUT WE CANNOT ASSURE YOUR SUCCESS. MANY CHAPTER 11s FAIL. THIS CAN BE BECAUSE OF FINANCIAL SETBACKS WHICH CANNOT BE OVERCOME. THIS CAN BE BECAUSE CERTAIN CREDITORS SIMPLY WILL NOT NEGOTIATE OR COOPERATE. THERE MAY BE CLAIMS, LITIGATION, OR OTHER UNFORESEEN PROBLEMS BEYOND YOUR CONTROL AND BEYOND OURS.

You agree that your attorney has a responsibility to the Court to provide complete, honest, accurate information about your case. Your attorney will not sign your Petition or file any of your schedules if she has reason to believe that any of the information in your Petition or schedules is untrue or dishonest. If you do not tell the truth or if a Creditor objects to your right to obtain a Bankruptcy Discharge through an adversarial proceeding, the Attorney will not be obligated to help you. You agree to make new arrangements if this happens.

If we ‘use’ all of the money which you have paid us before we filed your Petition, we will have to apply to the Court for permission before you can pay us more money. You agree to cooperate with us if we must do that. If you need more legal services than your retainer covers, and we cannot be paid more, you agree that we may ask the Court to permit us to quit working for you.

Chapter 11 Your Responsibilities: If you file a Chapter 11, **you will be expected to:** Provide complete and accurate information as requested by the Attorney so that your Petition can be prepared timely and accurately - You must be truthful. You must keep your appointment with the Attorney to review and sign your Petition before it can be filed. No Petition will be filed for you until you have reviewed and signed it.

As soon as your Petition is filed, you must open a new bank account. There must be a clear distinction between the “old” business and the new business being reorganized. You must not make any special or “preferential” payments to creditors. The business owner must not take money out of the business for herself or himself until the Court approves it. As soon as your Petition is filed the business owner becomes a “fiduciary” to the business. The business must be managed honestly for the benefit of the creditors and in order to reorganize it.

You must retain a competent accountant or like financial advisor and you must work toward a feasible Plan. You must cooperate with secured creditors and others. You must quickly provide all information and documents required by the Trustee or reasonably required by creditor’ committee. You must promptly and timely file all business tax returns and you must timely pay all taxes as they come due. If there is a “cash collateral” problem, you must obtain a court order to use cash from the business.

You must promptly obtain a “market analysis” of real property if required by the Trustee. You must also obtain and bring to the Attorney in a timely fashion any other information requested by the Trustee. You must provide monthly operating reports, profit and loss statements and all other information and statements to the Trustee promptly upon request.

You must assist with the preparation and implementation of your "Plan". Once your Plan is confirmed, you must operate the business according to the terms of your Plan.

You must appear on time at your Meeting of Creditors (341). The designated person appearing must provide a Maryland Drivers License and social security card or other acceptable proof of identification approved by your attorney. Also, proof of the correct "TIN" for a business must be provided. You must appear on time at all other meetings, proceedings and court hearings.

If you have agreed to surrender certain property, you must surrender it. You must make sure that your real property, your vehicles, and any other property subject to a secured claim is kept adequately insured and you must provide current insurance information to the Trustee, or the Creditor if the Creditor requests it.

You agree to pay all secured creditors ON TIME after you file your Petition, subject to modifications or rejections of executory contracts.

You agree **not to** incur additional debt, sell, convey or refinance any property, purchase any property or do anything else to materially alter your financial situation without conferring with your attorney.

If your case is audited by the U.S. Trustee or by any other governmental agency or the Court, you must fully cooperate in this audit and timely provide all requested information and documents.

You must read and keep all notices or other communications sent to you by the Court, by the Trustee, or by your attorney. If any creditor contacts you in writing or by phone, you must inform your attorney. You must keep the Attorney informed of any changes of address, changes of telephone number, employment changes, lawsuits, liens or levies, or legal proceedings or other matters or changes that could affect your case.

You agree to communicate with us regarding anything which may affect your ability to reorganize your business.

You should keep your copy of your Petition, all correspondence, and all other documents pertaining to your case for **10 years**.

C. **Other Attorney Services:** Other Attorney Services which will be included in the basic fee are: N/A

Other Client Responsibilities: Other Client Responsibilities are:

5. Client credibility and cooperation: If you are not truthful and honest with the Attorney and with the Court, or if you do not fully and honestly cooperate with the Attorney and the Bankruptcy Trustee or the Bankruptcy Court, the Attorney may withdraw as your attorney. If you do not return the Attorney's phone calls, answer the Attorney's letters, or tell the Attorney if you have a new phone number or address, the Attorney may withdraw as your attorney. If your Attorney withdraws from your case for any of these reasons, all fees which you have paid the Attorney will be deemed fully earned by the Attorney. No part of the fee will be refundable and no part of the fee will be credited to you for any future case.

6. Responsibility for Information provided: **The Attorney is not responsible for determining your liabilities or your assets or for obtaining any other information required in your Petition, Schedules or other Documents. IT IS YOUR RESPONSIBILITY TO PROVIDE THE ATTORNEY WITH COMPLETE, ACCURATE INFORMATION REGARDING YOUR ASSETS (WHAT YOU OWN) AND YOUR LIABILITIES (WHO YOU OWE MONEY TO) BEFORE YOUR ATTORNEY FILES YOUR BANKRUPTCY PETITION. If you own real property, you are strongly advised to obtain a Report of Title to show how title is held and if there are liens or judgments against the property. Bankruptcy does not eliminate liens or judgments against your property. You are advised and understand that if you give the Attorney incomplete or inaccurate information regarding your assets or your liabilities, the results can be very bad. You may be still held responsible for some debts even after the Bankruptcy. Or, you could be denied a Bankruptcy Discharge altogether and still be held responsible for all of your debts. If you do not pay your payments as agreed under a Chapter 13 Plan, your case may be dismissed. In other words, your Bankruptcy could be thrown out and you may not be able to file again, or, if you can file again, you may have to wait at least 6 months. If you do not provide the Trustee all of the information the Trustee requests, your Bankruptcy could be thrown out, and you may not be able to file again, or, if you do file again, you may have to wait at least 6 months.**

Once your "Discharge" has been entered and the case is closed by the Bankruptcy Court, it may be difficult or even impossible to reopen your case or amend you Petition and Schedules. The Attorney is not responsible for doing this.

7. At the time of the execution of this Retainer Agreement, the Attorney has agreed to charge and you have agreed to pay "basic" fees as follows:

ATTORNEY FEES:

An initial fee of: \$1,500.00 which must be paid in good funds **before any work is done.** This Retainer shall be deposited/wired in Attorney's Trust Account to secure payment of Attorney's fees and Client's costs as they accrue or are expended. Further, a regular monthly amount of \$1,500.00 will be wired to Attorney's Trust Account on the 20th of every month, starting with the initial fee being wired on March 20, 2009, and continuing until Client has been discharged or dismissed from its bankruptcy.

In a Chapter 11 case, this fee is fully earned by the Attorney when the Attorney substantially completes your "intake and prepares your Petition, even if you then decide not to file. However, this fee covers all the Attorney's initial work described above as "included in the original base fee".

With regards to attorney hours spent on behalf of representing Client, Client shall pay he sum of \$275.00 per hour for each and every hour expended by Attorney Ann Shaw on Client's behalf; The sum of \$ 200.00 per hour for each and every hour expended by Attorney Michael Crowson on Client's behalf ; and, the sum of \$75.00 per hour for each and every paralegal hour expended on client's behalf.

The following a non-exclusive list of work that shall be done on an hourly basis:

- A. Research and due diligence. This research and due diligence is to obtain title reports, judgment reports, and such other information as the Attorney may deem reasonably necessary to provide a reasonable independent inquiry into your income and assets.
- B. The completion and filing of Client's Petition and Schedules.
- C. Any Suggestions of Bankruptcy which must be filed in any other state or federal cases.
- D. .Attorney representation of Client at your meeting of creditors.

COURT COSTS:

Before your Petition will be filed you must also pay in good funds Court Costs of \$1,000.00. Depending upon the nature of your case, you may also be assessed mailing and administrative costs, At this time, these mailing and administrative costs are estimated to be \$300.00. Court Costs may change at any time. If, between the date of this Retainer Agreement and the date all of the conditions (contingencies) of this Agreement are met and your Petition is filed, Court Costs increase, you agree to pay these increased costs. In a Chapter 11, you must provide a deposit of \$1,000.00 to cover court costs, mailing and administrative costs, and like costs associated with your case.

PAYMENT OF ATTORNEY FEES AND COURT COSTS.

It is further acknowledged and agreed that Paul Martin and Janice Martin shall pay all legal fees and court costs associated with this Chapter 11 bankruptcy on behalf of 502 Talbot, LLC, which is owned by Paul Martin and Janice Martin.

ADDITIONAL FEES NOT INCLUDED IN THE “BASIC” FEE:

- A. If your case is a Chapter 7, **IN ADDITION** for any matter **not** included in the “basic” Attorney Services in this Retainer Agreement, additional fees, charges as set out in the Retainer Addendum which is attached to this Agreement.

These will be the fees charged by the Attorney and the fees you will pay **if:** 1) The information that you provided at your initial consultation the day you executed this Retainer Agreement was complete, truthful, and accurate and the Attorneys’ evaluation of your matter in your “Initial Consultation Form” is reasonably consistent with the Bankruptcy case which you file under this Agreement. And 2) You comply with all of the conditions or contingencies of this Retainer Agreement and pay your initial fee within 30 days of the date of this Agreement. If the information that you provided at your initial consultation the day you executed this Agreement was incomplete, untruthful, or inaccurate or if the Attorneys’ evaluation of your matter in your “Initial Consultation Form” is not consistent with the Bankruptcy case which you file under this Agreement, different fees may be charged by the Attorney. You will be advised of these different fees in writing and have the opportunity to consent to them. After 30 days of the date of this Agreement, different fees may be charged by the Attorney. You will be advised of these different fees in writing and have the opportunity to consent to them.

B. If your case needs to be filed as an “emergency case”, there will be additional Attorneys fees and costs because there is substantial additional work involved, and you will need to sign an Addendum to this Retainer Agreement regarding your responsibilities if an emergency petition is filed.

F. _____

If the law changes before you comply with all of the conditions or contingencies of this Retainer Agreement, different fees may be charged by the Attorney. You will be advised of these different fees in writing and have the opportunity to consent to them.

If, for any reason, your case is not completed because you change your mind, you do not keep your appointments with your Attorney to review and sign documents, you do not provide all of the necessary documents and information, you do not appear for your Creditors Hearing (341) or any other hearing, you leave the area, or for any other reason due to your negligence or your fault, the Attorneys’ fees you have paid to that point will be deemed fully earned by the Attorney. No part of the fees will be refunded and no part of the fees will be credited to you for any future case.

If, for any reason due to your negligence or your fault, your case is dismissed by

the Court, especially if you do not co-operate or if you don't comply with the Court's Orders or the Trustee's requests, the Attorney's entire fee will become due and payable and will be considered fully earned. No part of the fees will be refunded and no part of the fees will be credited to you for any future case.

Even though you have signed this Agreement and the Attorney has signed this Agreement, if the Attorney should discover that you have provided false or misleading information or deliberately untruthful or inaccurate information, the Attorney may refuse to provide any attorney services for you.

8. **No Attorney Services** are included in your basic fees provided in this Retainer Agreement except as specifically set forth in this Agreement. All other legal services and attorney services **are not** included. Agreement, there will be an additional charge, which you agree to pay.

9. **Joint Petitions:** If you (the Clients) are husband and wife and this Retainer Agreement contemplates a joint filing the following applies: If during the term of this Retainer Agreement there is marital discord, a marital separation or a divorce, both Clients acknowledge that the filing of the Bankruptcy Petition and the completion of the Bankruptcy case is for the mutual benefit of both parties. Both parties agree to seek independent legal counsel to advise each party independently of his/her benefits and risks in the Bankruptcy proceeding. After such independent consultation, both parties agree to execute a "Conflict of Interest" waiver, waiving any conflict of interest between them. If both parties do not do so, the Attorney may refuse to represent both parties and may refuse to represent either party. All fees paid to that point will be deemed to be fully earned by the Attorney and no part of the fees previously paid will be refunded and no part of the fees previously paid will be credited toward any future case. If the Attorney must provide information to and confer with divorce or family law counsel, **there will be an additional hourly fee** calculated at the additional hourly fee rate provided for in the Retainer Addendum. A joint Petition may only be filed if the parties are legally married on the date on which the Petition is filed. By signing a joint petition, the Clients warrant that they are legally married on that date.

10. **Not included in this Retainer Agreement:** Negotiations with or dealing with the IRS or any other taxing agency except as specifically set forth in this Retainer Agreement is **not** included in this Retainer Agreement. Dealing with non-dischargeable fines or criminal activities or criminal case or fraud allegations are **not** included in this Retainer Agreement. "Cleaning-up" credit or helping to correct erroneous information on the Clients' credit reports during or after the term of this Agreement is **not** included in this Retainer Agreement. Post Bankruptcy services, except as specifically set forth as included in this Agreement, are **not** included in this Retainer Agreement. No attorney service that is not specifically listed as included in this Retainer Agreement will be included in this Retainer Agreement. All other or additional services will require a separate written retainer agreement to be executed between the Attorney and the Client. The Attorney is not a tax advisor. Client must obtain all tax advice from a qualified tax professional.

11. **Benefits and Risks:** You have been advised and you understand that the Attorney will help you, but the Attorney cannot and does not guarantee any specific legal result or legal outcome. You understand that changes in the law or the Trustees' practices or policies could affect the outcome of your case.

You have been warned that, as well as benefits, there are certain risks associated with the Filing of a Bankruptcy Petition. Your Bankruptcy will adversely affect your credit and may

adversely affect the credit of your spouse or of anyone who has co-signed any debt for you. (The Attorney does not help spouses, relatives or friends who remain liable for your debt or whose credit is adversely affected by your Bankruptcy.) If you do not timely provide all required documents, such as tax returns, your case could be dismissed and you may be unable to refile or you may be unable to refile for a specific period of time. The Trustee may have the power to set aside any transfers to relatives or recover large gifts. Inheritances within 180 days of your Bankruptcy could become part of the estate. If you forget to list creditors or list creditors with incorrect information, you may still be liable for those debts even after discharge. Bankruptcy filings are public information, and it is not possible for the Attorney to keep your Bankruptcy information from being "published" or included on an internet site or elsewhere. During the pendency of your case until your case is closed and, if applicable, there is a final distribution order, you may not sell, lease, encumber, mortgage, or give away assets. Depending upon your own personal situation, there may be other risks, foreseen and unforeseen. You acknowledge that, to the extent these risks can be foreseen, based upon the information you have provided the Attorney, the Attorney has explained them to you.

You are paying the Attorney for her/his time expended and her/his professional counsel. Your obligation to pay the Attorney is not contingent upon any specific result. You agree that this Retainer Agreement is a contract between you, the Client, and The Law Firm of Ann Shaw, P.A., the Attorney. You agree that what you owe under this Agreement which you will pay for services rendered after the filing of your Petition will not be discharged in your Bankruptcy because it will be considered a "post-Petition debt". You understand that the Attorney will take all proper collection procedures to collect what you owe under this Agreement.

12. Tax advice: Other than advice specifically related to the listing of the IRS or state taxing agency as a creditor on your schedules, you understand and agree that the Attorney does not provide and will not provide any tax advice. All questions you make have as to the tax effects of any action you take or do not take in the course of your Bankruptcy you agree to discuss with your own tax attorney, CPA, or other tax professional. The Attorney will not provide any tax related assistance for the preparation, filing, or interpretation of federal or state tax forms, nor will the Attorney address any other tax matters whatsoever. You must consult your own tax professional to determine all tax issues, including, but not limited to, the following: offers in compromise, statutes of limitations, dischargeability of taxes, short tax years, beneficial filing dates for tax purposes, losses, carry backs or carry forwards, exchanges, tax basis of property, interest, assessments and penalties, fines, accrued taxes to date of filing.

13. Termination of representation: If you file a Chapter 7, the Attorney's representation of you terminates upon the earlier of the dismissal of your case or entry of your discharge (unless there are matters still pending). If you file a Chapter 11, the Attorney's representation of you terminates the earlier of 10 days after the dismissal of your case or 90 days after the confirmation of your Plan unless you have made other arrangements in writing for payment for additional services of the Attorney.

14. Services of Other Professionals: The client is advised that the services of other professionals may be needed to properly manage the Client's case. The client agrees that the Attorney may consult with these other professionals, in the Attorneys' discretion, including, but not limited to: accountants, CPAs or other tax advisors, other attorneys, banks, lenders or mortgage brokers, real estate brokers and real estate appraisers, business appraisers and personal property appraisers, surveyors or title abstractors, physicians and other health care providers. Any and all work performed, information provided, reports or other documentation prepared by the other professionals shall be at the expense of the Client and the Client agrees to timely and promptly pay for these other professional services.

15. Court Review of legal fees: The Court has the right to review and regulate legal fees and retainer agreements in Bankruptcy cases. If for any reason any provision of this Retainer Agreement is deemed unenforceable by the Bankruptcy Court (or any other court), the remaining provisions of this Retainer Agreement shall still remain in full force and effect and fully enforceable.

16. By signing this Retainer Agreement, you certify: (a) That it was executed on the date specified; (b) That you have read and understand this Retainer Agreement; (c) That you have received all of the "Bankruptcy Information" provided by the Attorney and that, prior to your intake appointment you will carefully read all of this "Bankruptcy Information".

502 TALBOT, LLC

By:

/s/ Paul Martin
PAUL MARTIN, AUTHORIZED MEMBER

/s/ Janice Martin
JANICE MARTIN, AUTHORIZED
MEMBER

/s/ Paul Martin
PAUL MARTIN, INDIVIDUALLY

/s/ Janice Martin
JANICE MARTIN, INDIVIDUALLY

/s/ Michael E. Crowson
Michael E. Crowson, 27964
For *The Law Firm of*
Ann Shaw, P.A., Attorney